

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CALEXICO

AND

THE CALEXICO POLICE OFFICER'S

ASSOCIATION

2010-2012 MOU EXTENSION

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Pursuant to Government Code Section 3500 et seq., representatives of the City of Calexico have met and conferred in good faith with representatives of the Calexico Police Officer's Association, and have reached agreement to recommend that the City Council take the actions identified in the Memorandum of Understanding. Upon adoption by the City Council, all recommendations made herein shall become binding agreements upon the parties.

The following changes are the only changes to the existing MOU, dated July 1, 2009 through June 30, 2010. All terms and conditions in place, including those in the July 1, 2009 through June 30, 2010 MOU, and the changes outlined in this agreement, shall remain in effect from July 1, 2010 through June 30, 2012.

Article 3 – Employee and Association Rights

Section 7 – Union Release Time

On July 1 of each year, the City agrees to deduct from each Association member's vacation or compensatory time bank twelve (12) hours, which are then to be contributed to an Association Release Time Bank. The City shall create and manage this Bank and allow the Association, with reasonable notice, paid time off to conduct union business, matters, and training. The City agrees that the Association is vested in the Bank time contributed. The City agrees that it shall, prior to July 1, provide the Association member notice of this provision and the option to decide whether the Bank time should be removed from the member's vacation bank or comp time bank. Members who do not respond shall have the bank time removed from either bank at the City's option.

Article 5- Compensation & Overtime Pay

Section 17

Employees agree to a work furlough for fiscal year 2010-2011 only, effective July 1, 2010 through June 30, 2011, in the amount of 312 hours. An amount equivalent to 12 hours a pay period will be deducted from each employee's salary beginning July 1, 2010 through June 30, 2011. The furlough hours shall remain in a furlough leave balance account for each employee, which must be used during fiscal year 2010-2011, according to subsections (A) through (E) below.

The City and the Association agree that if Measure H fails, the parties will have the option of reopening negotiations on the issue work furloughs only for fiscal year 2011-2012. If Measure H fails, the party requesting to reopen negotiations on the issue of work furloughs shall notify the other party in writing of its request to negotiate within 30 days of the contract's expiration.

Work furlough is subject to the following rules:

- A. Employees' regular paycheck shall be reduced by an amount equal to the total dollar amount of furlough divided by the number of pay periods remaining in the fiscal year.
- B. The use of furlough hours must be pre-approved by employee's immediate supervisor. In cases where approvals relating to which employee within a particular classification will work during the furlough period, seniority shall not be the sole determining factor. Consideration shall also be given to employee preferences, equity, and

needs of the employee's Department and the City. Employees will not be denied use of furlough leave for arbitrary or capricious reasons. The City will have a legitimate business need to deny an employee's request for furlough leave.

- C. Furlough hours will be prorated for new hires, terminating employees, and employee who have an established schedule of three-quarter (3/4) time or less.
- D. Employees scheduled to be off during a furlough period, who are called in to work due to operational necessity, shall have the option of having appropriate number of hours of furlough leave credited to their furlough leave bank or receiving overtime compensation for the actual hours worked.
- E. In consideration of participating in the work furlough program described herein, each bargaining unit member shall be awarded one floating holiday each fiscal year. This floating holiday shall be awarded in each fiscal year solely on the condition that bargaining unit members participate in the work furlough program as described herein. The floating holiday must be used during the fiscal year it was obtained.

Article 16 – Savings, Zipper & Duration

Section 3 – Term of MOU:

The term of this MOU shall be July 1, 2010 through June 30, 2012.

Section 5 – Maintenance of Benefits:

There will be no change in the existing terms and conditions of employment unless changed by Memorandum of Understanding.


Rudy Alarcon
President, Calexico Police
Officers' Association

06-03-10
Date


City Administrator

06/15/2010
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CALEXICO AND
THE CALEXICO POLICE OFFICERS ASSOCIATION**

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**IMPLEMENTED LAST , BEST
AND FINAL OFFER
BETWEEN
THE CITY OF
CALEXICO
AND
CALEXICO POLICE OFFICERS'
ASSOCIATION**

**TERM: JULY 1, 2009 THRU
JUNE 30, 2010**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CALEXICO
AND THE
CALEXICO POLICE OFFICERS' ASSOCIATION**

T e r m :

July 1, 20098 to June 30, 20109

This Memorandum of Understanding (MOU) is entered into by and between the Calexico Police Officers' Association (Association) and the City of Calexico (City).

ARTICLE 1 — RECOGNITION AND STATUS OF AGREEMENT

Section 1 — Recognition: The City formally recognizes the Association as the exclusive bargaining agent for the bargaining unit composed of all persons employed full time in the following classifications: Police Officer, Police Sergeant, and Police Detective.

Section 2 — Ratification: This MOU is of no force or effect until ratified and approved by the Association membership and by the City Council through a duly adopted Resolution. Upon ratification, this MOU reflects the sole agreement of the parties thereto and supercedes all prior agreements whether written or oral. Prior to ratification of this MOU by both parties, the MOU previously in place will govern any matters.

Section 3 — Scope of Recognition: The scope of representation is as set forth in City Council Resolution No. 2204, entitled: "Resolution of the City Council of the City of Calexico Pertaining to Employer-Employee Relations for the City of Calexico," dated 7/7/70, as amended.

Section 4 — Rules and Regulations: All bargaining unit members shall be subject to the General Orders governing the Police Department, which includes special orders, Policy and Procedures, Operations Plans and the City's Personnel Rules and Regulations. During the 2005-2006 Fiscal Year, the bargaining unit shall assist the City in upgrading its Personnel Rules and Regulations. The bargaining unit shall assign a member to participate in a management-labor committee for the formulation of an amended set of City Rules and Regulations. No amendment to the Personnel Rules and Regulations shall amend or modify any provision found in this MOU.

ARTICLE 2— MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to:

The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; discharge, suspend, demote, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with applicable law; establish and modify employee performance and productivity standards including, but not limited to quality and quantity standards, and to require compliance therewith; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; relieve its employees from duty because of lack of work, lack of funds, or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services should be made, purchased, or contracted for; determine the content and intent of job classifications; determine methods of financing; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force; determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions; assign work to employees; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City's exercise, through its City Council and management representatives, of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure. The Association retains the right to grieve whether any particular action constitutes a "management right" as defined here. The Association retains its rights under the Meyers-Millias-Brown Act (MMBA) to request to meet and confer to the extent that the City's exercise of any of these management rights has a significant impact upon the scope of bargaining.

ARTICLE 3 — EMPLOYEE AND ASSOCIATION RIGHTS

Section 1 — Negotiation Team: A maximum of three Association representatives shall be allowed time off for all scheduled meetings mutually set between City and Association.

Section 2 — Bulletin Board: The Association shall have sole and exclusive use of bulletin board space, clearly marked and identified as such, of roughly square dimensions, in the area of the Police Department known as the Squad Room. Material placed on said bulletin board shall be at the discretion of the Association and shall be removed by Management only in the event the material is obviously offensive to good taste and only on prior notification to an Association representative. Such bulletin board space shall be at least 12 feet in area and shall remain in plain view at all times, and shall be that portion nearest the door.

Section 3 — Personnel Files: A separate personnel file will be maintained in the personnel office of the City. These files will be made available only to authorized personnel with the Personnel Officer. An employee will be shown his/her personnel

folder upon written request. In addition to the employee's personal and vital statistical data, resume, and/or application the file will contain a copy of the supervisor's evaluation, copies of letters of commendation or complaint, grievance filing results, reports of disciplinary action or reprimand, reports of training, achievement awards for special recognition, etc.

Section 4 — Meetings: The City or the Association may call for a meeting at a reasonable time, date and place regarding any matter of concern in the interest of maintaining good employer-employee relations.

Section 5 — Discrimination: The City and the Association agree not to discriminate against any employee because of his/her activity, membership, or lack thereof in the Association. The City and the Association agree that there shall be no discrimination against any employee on the basis of race, color, religion, national origin, sex, age, sexual orientation, or disability.

Section 6 — Safety Equipment: The City agrees to provide any and all safety equipment including, but not limited to; equipment bags, riot helmet with face shield, baton, raincoats, gas masks, guns, ammunition, handcuffs and flashlights, and sam browne belt; and for motorcycle officers, safety equipment including but not limited to: motorcycle boots, leather motorcycle jacket and leather gloves, DOT safety helmet, suitable eye protective glasses, and two pair of riding breeches a year.

ARTICLE 4 — WORK SCHEDULES

Section 1 — Work Schedule: The patrol officers shall work a 3/12 work schedule. The Chief of Police will be in charge of reviewing and approving all work schedules.

Section 2 — Rest Period: A 15-minute rest period is permitted in the morning and in the afternoon. When there is a need to maintain continuous service or to answer telephones, employees will develop a coordinated schedule to provide the necessary service without interruption.

ARTICLE 5— COMPENSATION AND OVERTIME PAY

Section 1 — FLSA Work Period: The FLSA 207(k) work period is 160 hours in 28 days. The work week period coincides with two consecutive pay periods and begins on Wednesday at 12:00 a.m. and ends on 11:59 on the last Tuesday in the second pay period. Paid leave will count as hours worked for purposes of calculating overtime. Hours worked over 160 in a 28-day cycle shall be compensated at 1.5 times the employee's regular hourly rate of pay.

Section 2 — MOU Overtime: Bargaining unit members receive MOU overtime after working their regularly-scheduled work day (i.e.: 8, 10, or 12 schedule). Any work on a scheduled day off is also MOU overtime.

Section 3 — Compensatory Time Off: Bargaining unit members will be given the choice of either receiving overtime pay or receiving compensatory time off (CTO), in lieu of cash overtime, at a rate of 1.5 hours for each hour worked over 160 the 28-day work cycle. Once a unit member accrues 240 hours of CTO, the City shall pay overtime compensation in cash. Time off will be scheduled with sufficient notice and then only with approval of the appropriate department head.

Section 4 — Call-back Pay: A bargaining unit member who has been released from duty and has left the work premises shall, if he/she is called back to duty (in other words, the officer physically returns to the work premises), be paid a minimum of 2 hours. If the actual time traveling to and working a callback to duty exceeds 2 hours by one minute or more, the employee receives pay for actual time. Call-back pay is paid at 1.5 time. Travel time shall be compensated accordingly only if travel time is within County of Imperial.

Section 5 — Working Out of Classification: A bargaining unit member who is on special assignment and is assigned, in writing, duties of a lower job classification on a temporary basis will be paid at his or her normal rate of pay. A bargaining unit member who is assigned duties of a higher job classification or who is placed in an acting status shall be paid at the rate of the higher classification or rank. The higher rate of pay shall be defined as one (1) step increase in pay or the 1st step of the higher classification, whichever is higher.

Section 6 — Night Differential: The City agrees to pay patrol officers the following night differential pay: 7% per month for officers working from 10:00 p.m. through 10:00 a.m.; and 3% per month for officers working from 10:00 a.m. through 10:00 p.m..

Section 7 — Court Time: A bargaining unit member who is required to appear in court on off-duty time will receive pay at a 1.5 rate for actual hours worked for minimum of 2 hours. If the bargaining unit member is relieved within 15 minutes, he/she shall be required to work for 2 hours.

Section 8 — Uniforms: The City shall provide bargaining unit members a uniform allowance of \$1000 at the beginning of each fiscal year. The City shall issue uniform allowance payments to the individual sworn law officers in lieu of any type of vouchers.

Section 9 — Longevity Pay: Each bargaining unit member receives longevity pay of \$20.00 per month for each 5 years of continuous City service. This benefit is not available to employees hired on or after January 1, 2003. All employees first employed prior to that date shall be entitled to receive longevity pay until their employment with the City of Calexico is terminated.

Section 10 — Merit Increases: A bargaining unit member shall be hired at Step 1 of the salary schedule and move to a higher step based upon merit in the following manner:

FROM	TO	TIME
Step 1	Step 2	6 months (1 year for Police Sergeant)
Step 2	Step 3	6 months (1 year for Police Sergeant)
Step 3	Step 4	1 year
Step 4	Step 5	1 year

All salary advancements shall not be automatic, but shall be based on merit and fitness, except that failure of the City to issue a timely merit evaluation on a form, prior to the anniversary date, mutually agreed to between the City and the Association shall be treated as a "Standard" evaluation and shall cause the employee to be awarded the appropriate step increase. Employment at higher than minimum or advancement at a rate faster than above stated may be allowed through Step 3, upon written request of the Chief of Police stating reasons therefore with the additional approval of the City Manager.

Section 11 — Professional Development Program:

For bargaining unit members who were hired prior to January 1, 2006, the member not on initial hire probation shall be paid for all college degrees earned from an accredited institution of higher education and POST certificates earned from an accredited institution, pursuant to the following non-cumulative education incentive pay (an employee transferring from another City department shall be considered an initial hire for the purposes of this section):

- A. A salary increase of 5% upon completion of an AA or AS degree with a grade of "C" or better or an Intermediate Post Certificate (but no unit member will receive more than one salary increase under this provision);
- B. A salary increase of 10% upon completion of a BA or BS degree or an Advanced Post Certificate (but no unit member will receive more than one salary increase under this provision).

This provision will apply only to unit members hired prior to January 1, 2006. However any unit member receiving a stipend for college units (either 2.5, 5 or 7.5 percent), under an MOU effective prior to October 1, 2002, will continue to receive that stipend during his/her employment in the bargaining unit, until he/she qualifies for a higher stipend under this provision. A unit member receiving 5% stipend for units under a former MOU will, upon qualifying for an AA or AS degree stipend, receive only one such stipend, as all stipends are non-cumulative, and based upon base salary.

All unit members hired on or after January 1, 2006 shall receive comparable benefits, but not less than current benefits under this Section until the classification and compensation study is completed on September 1, 2006, or when practicable, at which

time, the study will determine benefit guidelines for any employee hired on or after January 1, 2006.

Section 12 — F.T.O Assignments: The City agrees to pay \$50 per month to bargaining unit members below the rank of sergeant who complete FTO School.

Section 13— Special Assignment: Officers assigned to specialized assignments for more than 30 days shall receive 5% incentive increase above base salary. Assignments shall be rotational. Specialized assignments shall include the following:

- A. Detective
- B. Traffic Officers
- C. School Resource Officer
- D. K-9
- E. Detective Sergeant
- F. Traffic Sergeant
- G. Narcotics Officer

~~Officers assigned to N.T.F (Narcotics Task Force) or S.I.T (Street Interdiction Team) or any other specialized assignment, will not receive this incentive.~~ W
PA

Section 14 — Automobile Allowance: Bargaining unit members shall comply and be subject to the City's Travel and Vehicle Policy.

Section 15 — Per Diem: A bargaining unit member will be reimbursed for reasonable expenses in compliance with adopted City policies.

Section 16 — Cost of Living Increases: No cost of living salary adjustment shall be provided for the duration of the term of this MOU.

~~**Section 17 — Work Furlough:** Employees agree to a work furlough for fiscal year, effective July 1, 2008. The work furlough is equivalent to one (1) pay period. A pay period is defined as 1/26th of the employee's annual salary, including any regular specialty pay. An amount equivalent to one pay period will be deducted from each employee's salary in fiscal year 2008-2009. Employees will be able to use the furlough days, as days off of work, up until June 30, 2010. Employees agree to a work furlough for fiscal year 2009-2010, effective July 1, 2009, in the amount of 18 (12 hour) days. An amount equivalent to 18 (12 hour) days of pay will be deducted from each employee's salary in fiscal year 2009-2010. The furlough hours shall remain in a furlough leave balance account for each employee, which must be used during fiscal year 2009-2010, according to subsections (A) through (E) below. Work furlough is subject to the following rules:~~

- A. Employees' regular paycheck shall be reduced by an amount equal to the total dollar amount of furlough divided by the number of pay periods remaining in the fiscal year.

B. The use of furlough hours must be pre-approved by employee's immediate supervisor. In cases where approvals relating to which employee within a particular classification will work during the furlough period, seniority shall not be the sole determining factor. Consideration shall also be given to employee preferences, equity, and needs of the employee's Department and the City. Employees will not be denied use of furlough leave for arbitrary or capricious reasons. The City will have a legitimate business need to deny an employee's request for furlough leave.

C. Furlough hours will be prorated for new hires, terminating employees, and employees who have an established schedule of three-quarter (3/4) time or less.

D. Employees scheduled to be off during a furlough period, who are called in to work due to operational necessity, shall have the option of having the appropriate number of hours of furlough leave credited to their furlough leave bank or receiving overtime compensation for the actual hours worked.

E. In consideration of participation in the work furlough program described herein, each bargaining unit member shall be awarded one floating holiday in fiscal year 2009-2010. This floating holiday shall be awarded in fiscal year 2009-2010 solely on the condition that bargaining unit members participate in the work furlough program as described herein. The floating holiday must be used during fiscal year 2009-2010.

E.

Section 18- K-9 Pay—Any bargaining unit member who is assigned as a K-9 officer shall receive care and maintenance time at 2.5 hours per week.

Section 19- Senior Officer Position: During fiscal year 2008-2009, the parties will formalize language for implementation of the Senior Officer position pursuant to the existing City policy.

ARTICLE 6 — RESIGNATION AND DISCIPLINE

Section 1 — Disciplinary Action: The Chief of Police may discipline any bargaining unit member, in accordance with current Department Policy, for just and valid cause. However, due and careful consideration will be given to all facts surrounding the reason for discipline before the final action is taken. A permanent, non-probationary bargaining unit member shall receive written pre-disciplinary notice of the facts and charges in any proposed disciplinary action that involves a loss of pay.

Section 2 — Appeal of Disciplinary Action: A permanent, non-probationary

bargaining unit member has the right to appeal discipline that involves a loss of pay or a transfer for purposes of punishment to the Personnel Commission pursuant to Municipal Code Chapter 2.20. A final, written notice of discipline will inform or remind the bargaining unit member of this right.

Section 3 — Exit Interview: The Chief of Police, or his/her designee, will schedule an exit interview, with adequate lead-time, with any bargaining unit member who is separating from City service. Any bargaining unit member leaving City employment under any circumstances must clear his or her records through out-processing with the Finance Officer. Bargaining unit member shall submit all equipment issued by the Police Department and/or City of Calexico before the final paycheck will be issued.

ARTICLE 7— GRIEVANCE

Section 1 — Purposes: To provide the means for employees, recognized employee organizations, and management to resolve grievances in an orderly manner within a reasonable time period. To administer employer-employee relations through uniform and orderly methods of communication between employees and management.

Section 2— Policy:

- A. Any bargaining unit member has the right to file a grievance without fear, intimidation, or coercion from any party;
- B. Any bargaining unit member may represent him/herself or select whomever he/she wishes to represent him/her at any or all steps in the grievance procedure;
- C. Grievances may be initiated by the employee, or the association on the employee's behalf or on behalf of the Association;
- D. The bargaining unit member's or Association's first contact regarding job and working conditions are with the immediate supervisor and the supervisor shall attempt to settle grievances informally at that level;

The immediate supervisor is responsible for informing employees about job requirements, personnel policies, and the work unit's relationship to the division, department and the City as a whole;

A grievant may attend a grievance meeting with a supervisor on his/her own behalf without loss of pay. One representative, who the grievant selects, may represent him/her at such grievance meeting without loss of pay.

Section 3 — Definition: A grievance is a claim, charge or dispute involving the following:

- A. The interpretation or application of any City rules, regulations, ordinances, resolution affecting an employee's wages, hours or conditions of work; or
- B. The interpretation or application of the provisions of this MOU.
- C. Notwithstanding any of the above, a grievance does not include any challenge to a disciplinary action.

Section 4 — Informal Grievance Procedure: The informal complaint procedure must be used before the formal grievance procedure. The grievant shall discuss his/her complaint with his/her immediate supervisor no later than 10 days after the occurrence of the incident causing the grievance. If the immediate supervisor fails to reply within 5 working days, or the grievant determines he/she is not satisfied with any decision within 10 days after receiving it, the grievant may utilize the formal grievance procedure.

Section 5 — Formal Grievance Procedure:

- A. The formal grievance procedure shall be initiated not later than 10 business days after the discussion with the immediate supervisor in the informal procedure.
- B. The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above, on a form provided for this purpose. The form shall contain:

1. Name of Grievant
2. Class Title
3. Department
4. Grievant's mailing address
5. A clear statement of the nature of the grievance citing applicable ordinance, rules, regulations or action
6. The date upon which such grievance occurred
7. The action taken as a result of the informal complaint procedure
8. A proposed solution to the grievance
9. Date of execution of the grievance form
10. Signature of grievant
11. The name of the organization or individual, if any, representing the grievant, followed by the signature of said organization or individual.

C. The following steps are to be used to resolve the formal grievance:

Step 1. The written grievance shall be filed and presented to the second-level supervisor, who shall investigate the grievance and shall confer with the grievant, his/her representative, and any other employee or employees in an attempt to resolve the grievance. Within 10 business days after the written grievance is first submitted to second-level supervisor, said second-level supervisor, shall make and file a decision in writing with the grievant, his/her representative and the Human Resources Department.

Step 2. If the issue is not solved in Step 1, said written grievance shall be filed, in writing, with the Chief of Police, and grievant, his/her representative, and any other employee or employees involved, in an attempt to resolve the grievance. Such request shall be submitted within not more than 5 business days from the receipt of the supervisor's response. A copy of such request shall be sent to the Human Resources Department. Within 10 business days after the written grievance is first submitted to the Chief of Police, the Chief of Police shall make and file a decision in writing with the grievant, his/her representative, and the Human Resources Department.

Step 3. If the Chief of Police does not resolve the grievance to the satisfaction of the grievant, he/she may, within not more than 5 business days from receipt of the department head's decision, request in writing that the City Manager or his/her designee consider the grievance. A copy of the request filed by the grievant shall be submitted to the Human Resources Department.

(a) Within 10 business days after such request, the City Manager or designee shall investigate the grievance, confer with the persons affected and the grievant's representative, his/her representative, and the Human Resources Department.

(b) The City Manager or designee's decision shall be final and shall not be appealed.

Section 6 — Time Limits:

- A. The time limits of each step may be extended by mutual consent of the parties. The duration of the extension shall be in writing and signed by both parties involved at the step to be extended.
- B. If any grievance is not appealed within the stated time limits, or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority. No further City appeal or review is available.

If a supervisor or other appropriate authority fails to furnish a response within the required time limits, or extensions, of any of the above steps, the employee or Association may proceed with the grievance at the next appropriate step.

ARTICLE 8— HOLIDAYS

Section 1 — Authorized Holidays: Authorized holidays are as follows and, except where the best interests of the City so require, municipal offices shall be closed on such days:

New Year's Day	Veteran's Day
Martin Luther King Day (taken as a floating holiday)	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Floating Holiday
Independence Day	Admission's Day
Labor Day	

If a bargaining member's birthday falls on a holiday, the officer will re-schedule with the Chief of Police for an alternate day as the birthday holiday. If a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Bargaining unit members employed on a permanent part-time basis shall receive ¹/₂ holiday pay.

Section 2 — Holiday Pay: Bargaining unit members who are not scheduled to work on a holiday listed above will receive 8 hours of straight time pay. Every bargaining unit member who is scheduled to work on a holiday listed above will receive 1.5 times his/her regular pay.

ARTICLE 9— SICK LEAVE

Section 1 — Sick Leave Regulations:

- A. Every bargaining unit member who has been continuously employed by the City for 180 days, except temporary, seasonal or part-time employees, shall receive 8 hours of sick leave with pay for each full month of employment or major portion thereof.
 - B. Sick leave credit may be accumulated without limitation.
 - C. A bargaining unit member may use: 1) sick leave for his or her own illness or injury; 2) 48 hours of sick leave per year to attend to the illness of the employee's child, spouse or parent; and 3) up to 50 hours of sick leave in the event of death of any relative of the first degree by blood or marriage. If the bargaining unit member's immediate family has a traumatic injury, or illness, the employee shall use accumulated sick leave first, and once sick leave is exhausted, CTO or vacation may be used. The use of sick leave within the limits established here shall not be used as part of the merit or yearly evaluation.
 - D. If sick leave for illness or injury exceeds 3 consecutive working days, the employee, prior to returning to work, shall submit a statement from a physician, surgeon or other person practicing a recognized healing art that has been certified by the State of California. The statement shall certify that the employee's physical or mental condition prevented him/her from performing the duties of his/her position during the period of absence. The physician statement requirement described here also applies to a bargaining unit member who takes sick leave for more than three consecutive days to attend to the illness of the member's child, spouse or parent.
 - E. The Chief of Police shall approve the use of all sick leave.
-
- F. Bargaining unit members employed on a permanent part-time basis shall receive sick leave benefits at one half the regular rate.
 - G. If an employee sustains an illness or injury in the course of City employment, he/she shall receive full pay for the waiting period following such disability as defined by state law. Such compensation shall not be deducted from the employee's sick leave credit.
 - H. If a bargaining unit member has a traumatic injury or illness that is not work-related, and the employee has exhausted all of his/her sick and vacation leave and CTO, Association members may donate sick leave, vacation, or comp time to the bargaining unit member in need. A bargaining unit member may use a maximum of 40 hours in a 12 month period for this purpose.

- I. City agrees to meet and confer with the Bargaining Unit to establish a "Catastrophic Sick Leave" Policy on a citywide basis during the 2005-2006 Fiscal Year.

Section 3— Sick Leave- Cash Compensation upon Separation from Employment: Upon separation from City employment, cash compensation shall be paid for accumulated sick leave as follows:

- A. Every bargaining unit member who has 20 to 39 days of accumulated sick leave shall receive $\frac{1}{2}$ of his/her regular monthly pay.
- B. Every bargaining unit member who has 40 or more days of accumulated sick leave shall receive one-month full pay.

Section 4 — Light Duty: A bargaining unit member requesting temporary light duty must provide the Chief of Police a written statement from a physician stating the work limitations and the length of time the work limitations are to be in effect. The Chief of Police will assess each request in light of the limitations at issue pursuant to the City's Return to Work Policy, and confer with the Human Resources Director, to review, the needs of the department, and state and federal laws.

ARTICLE 10— VACATION

Section 1 — Accrual: Until capped as described in this Article, vacation shall accrue at the following annual rate for full-time bargaining unit members:

Length of Continuous Employment Accrual

6 months	8 hours
1 year to 4 years	96 hours
5 years to 9 years	128 hours
10 years to 14 years	144 hours
15 years or more	176 hours

Section 2 — Scheduling: The Chief of Police schedules and approves vacation leave.

Section 3 — Accumulation: Effective July 1, 2000 and forward, a bargaining unit member ceases earning vacation once he/she accumulates the total number of hours that can be earned in his or her prior 3 years of service. The total number of hours that can be earned by a member is based on each member's length of continuous employment with the City.

Section 4 — Separation from City: Upon separation from City employment, compensation shall be paid for vacation leave that has been earned but not taken.

ARTICLE 11 — OTHER LEAVES

Section 1 — Unpaid Leave of Absence: A bargaining unit member may be allowed a leave of absence without pay upon the recommendation of the Police Chief and the approval of the City Manager for a period not to exceed 90 days. While on unpaid leave, a bargaining unit member does not earn vacation, holiday, sick leave, or other benefits or continuous service.

Section 2 — Military Leave: Military leave shall be granted in accordance with the provisions of state law. Every employee entitled to receive the benefits of military leave shall notify the Police Chief of the need for leave 30 to 60 days prior to the start of the non-emergency military duty assignment.

ARTICLE 12 — HEALTH BENEFITS

Section 1 — Life Insurance: The City shall provide \$50,000 in life insurance coverage and \$50,000 for accidental death and dismemberment for each bargaining unit member. The City will also provide life insurance in the amount of \$2,500 for each of each bargaining unit member's dependents.

Section 2 — Group Medical/Dental/Vision Insurance: The City agrees to contribute up to the following amounts toward medical, dental, and vision insurance coverage per month:

Family	\$ 827.00
Single	\$ 361.00

The City and the Union agree that the City's Health Plan will no longer cover lifestyle (not medically necessary) prescription drugs.

Effective September 1, 2009, the City agrees to pay 100% of the increased cost of the employee medical premiums during Fiscal Year 09-10.

Section 3 — Waived Health Insurance Benefit: The City provides a health allowance for those employees who opt out of the health insurance coverage for the following reasons: 1) employee's spouse has a more attractive benefit package through the spouse's employer; and/or 2) employee is married to another City employee. The monthly health allowance is \$385.10 for family and \$182.24 for single. Employees may use the health allowance to enhance their dental program or to purchase additional supplemental coverage through contracted medical providers with the City. Employees will have an opportunity to change their coverage only during open enrollment.

Section 4 — Employee Cafeteria Plan- The City will offer a flexible benefit plan also known as a "cafeteria" plan available to employees based on the concept of employee choice. Under this plan, employees have the opportunity to individually select the type of benefits and the level of coverage desired from a menu of options offered by the City during the annual open enrollment period.

The City's cafeteria plan will offer pre-tax and after-tax options and is not subject to ERISA.

Effective on the date of ratification and approval of this MOU, as defined by Article I, section 2 herein, the only permitted choices of benefits for employees authorized under the Employee Cafeteria Plan are benefits from those providers, which have a contractual relationship with the City.

Open Enrollment Period: The City will allow an annual open enrollment period of not less than 30 days for employees prior to the start of the plan year for the next fiscal year, so that employees can choose benefits from the cafeteria plan.

~~**Section 5—Employee Wellness Benefit** The City shall provide each employee with a \$200.00 wellness benefit per year, which is separate from the medical cap as set forth in Article 12, Section 2, but can be used in addition to the amount specified in Article 12, Section 2. Employees may use this \$200.00 amount to purchase wellness programs from the cafeteria plan. The wellness benefit may also be used to offset any medical, dental, or vision premiums. The employee shall not be entitled to a cash pay out of the \$200.00 benefit. If the employee does not utilize all or any of the \$200.00 wellness benefit during the plan year, the employee will lose the unused amount. The \$200.00 wellness benefit does not cumulate from year to year.~~

Section 5- Employee Wellness Benefit- Effective September 1, 2009, the City shall no longer provide the wellness benefit.

Section 6 – Payroll Deductions: If an employee requests that the City make a payroll deduction to allow for payment of a service or benefit through a non-medical and/or non-contracted provider with the City, a biweekly processing fee of \$5.00 will be added by the City to pay for the processing of the payroll deduction and payment. This \$5.00 processing fee shall not apply to payroll deductions for union dues or AFLAC.

Section 7 – Retiree Health Plan:

- A. The Retiree Health Plan Policy adopted by the City Council in May 18, 1993 outlines the criteria for the retiree health for those hired on or after May 18, 1993.
- B. Post-1993 Retiree Health Coverage: Any employee hired on or after May 18, 1993 shall pay a medical contribution based on the current cost of the City's health plan and upon

the years of City service upon their retirement from City service. The medical coverage will cap at age 65.

- C. Pre-1993 Retiree Health Coverage: For those employees who were hired before May 18, 1993 and who elect to continue coverage with the City's health plan upon their retirement from City service, they shall be entitled to lifetime medical coverage. Cost of the coverage shall be \$120.00 a month. At age 65, the City's health plan shall become secondary and Medicare shall be primary, and all claims shall be adjudicated accordingly. Any eligible employee, hired before May 18, 1993, who retires from City service after July 1, 2008, shall have the option of either selecting Pre-1993 Retiree Health Coverage, as described herein, or, in the alternative, if the employee chooses, the employee may elect the Post-1993 Retiree Health Coverage.
- D. Any employee who separates from City service shall be provided with COBRA notification by the City's Third Party Administrator. The City's Third Party Administrator shall handle the processing and collecting of retiree health contributions.
- E. Any retiree who is three (3) months delinquent from paying retiree health contributions shall be removed from the retiree medical coverage. Any retiree removed from the health plan for non-payment shall not be allowed to re-enroll in the health program. Any retiree who is removed from the health plan for non-payment shall be provided with COBRA notification by the City's third party administrator.

ARTICLE 13— RETIREMENT

Section 1 — Retirement: The City will continue to contract with PERS for the 2% at age 50 retirement plan subject to the provisions of this Section. City will continue to pay the first 9% of the employee's contribution. The PERS Retirement Plan shall remain at 2% at 50 during the term of this MOU. However, in recognition that the Association indicated that the retirement benefit is the Association's top priority, the City agrees to continue discussions regarding a different retirement plan with the Association during the negotiations for fiscal year 2009-2010. The City seeks to continue meaningful negotiations on this issue during the fiscal year 2009-2010 negotiations after it obtains the updated cost information from PERS. Before commencement of the fiscal year 2009-2010 negotiations, the City will obtain an updated contract amendment request for cost information and obtain a cost analysis from PERS. The City remains committed to offering quality benefits for its personnel while maintaining a balanced City budget.

ARTICLE 14— DUES

Section 1 — Payroll Deductions: The City agrees to deduct Association dues each pay period during the term of this MOU from the pay of those Association members who individually request in writing, that such deductions be made. The City shall remit the moneys deducted each pay period to the Treasurer of the Association.

ARTICLE 15— PROBATION AND TRAINING

Section 1 — Probationary Period:

- A. Probationary period will be for one year for patrol officer and one year for sergeant to permit both the supervisor and the employee to become acquainted and to determine the adaptability and fitness of the employee to the assigned work.
- B. The probationary period may be extended for a period no longer than one year upon the recommendation of the Chief of Police.
- C. Employees transferring from one department to another will be subject to the probationary period stated in paragraph B above.
- D. All probation periods will be inventoried every 30 days for the first 90 days, at the end of six months, and annually thereafter.
- E. An evaluation assessment will be completed on an as needed basis to try and assist a probationary employee who is not performing to the expected standard. A probationary employee may be terminated after the second inventory assessment if he/she continues to fail to perform at the expected standard.

Section 2 - Training: The Chief of Police shall assume responsibility for developing training programs. Such training programs shall include lecture courses, demonstrations, assignments of reading matter or such other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of municipal officers and employees in the performance of their respective duties. An accredited training academy may also be used from time to time for present and newly-hired employees, at the discretion of the Chief of Police.

Section 3 - Job Classification Requirement - 2006: Effective January 1, 2006, any police sergeant hired on or after such date shall be subject to the following minimum job qualifications:

Associates Degree from an accredited college or university in criminal justice or related field and four years of law enforcement experience in a POST certified agency. Possession of a valid POST Intermediate Certificate shall be required.

ARTICLE 16- SAVINGS, ZIPPER, DURATION

Section 1 - Savings Clause: If any provision of this MOU or the application of such provision should be rendered invalid by existing or subsequently enacted legislation, the remaining portion shall remain in full force and effect, and the City and the Association shall meet and confer to address any impact the legislation has on the terms and conditions of employment.

Section 2 - Zipper Clause: This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOUs understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect. Each party agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or addressed in this MOU during the term of this MOU. It is the intent of the parties that this MOU be administered and observed in good faith.

Section 3 - Term of MOU: The term of this MOU shall be July 1, 2009~~8~~ through June 30, 2010~~09~~. No economic provisions approved by the City Council on the date this MOU is adopted by City Council Resolution shall apply retroactively, except where specifically stated herein.

CALEXICO POLICE OFFICERS' ASSOCIATION



President

9-10-09

Date

CITY OF CALEXICO



City Manager

9-10-09

Date

Mayor

Date

Letter of Intent to Enter into a Memorandum of Understanding

WHEREAS, the Memorandum of Understanding ("MOU") between the City and the Calexico Police Officers' Association ("POA") for fiscal year 2009-2010 expires on June 30, 2010; and

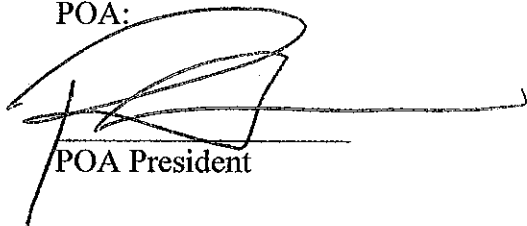
WHEREAS, the parties held "meet and confer" sessions in an effort to reach an agreement on a new MOU;

NOW THEREFORE, the City Manager and POA mutually agree as follows:

- 1.) To the provisions in the Attached 2010-2011 MOU Extension;
- 2.) After signing below, the POA will immediately submit the MOU Extension to its membership for ratification;
- 3.) That the City will submit the MOU Extension to the City Council for final approval at the next regular meeting after the City has been informed that the POA membership has approved the MOU Extension; and
- 4.) The MOU Extension will only be effective after Council issues its final approval at a City Council meeting.

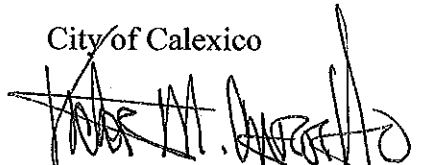
Executed on June 3, 2010 in Calexico, California by:

POA:



POA President

City of Calexico



Victor Carrillo, City Manager



Calexico Police Officers Association


420 EAST FIFTH STREET • CALEXICO, CALIFORNIA 92231
TEL. (760) 768-2140 FAX (760) 357-1241

June 3, 2010

Victor Carillo,

The Calexico Police Officer Association has met with all Calexico Police Officer's represented by the CPOA. All Police Officer's are in agreement with the decisions made by the negotiating team and agree to enter the proposed MOU.

Best Regards,



Rudy Alarcon

Calexico Police Officer Association